

Curtis E. Allen, Esq., SBN 187748  
George S. Khoury, Esq., SBN 269738 (Of Counsel)  
LAW OFFICE OF CURTIS ALLEN  
303 Twin Dolphin Drive, Suite 600  
Redwood City, CA 94065  
Mobile 650 868 6620; F 650 362 1864  
[Curtis@curtisallenlaw.com](mailto:Curtis@curtisallenlaw.com)

Attorney for Plaintiff Giovanni Guadagnini

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

Giovanni Guadagnini	)	
	)	Case Number: 3:21-cv-01139-AGT
	)	
	)	<b>STIPULATION AND PROPOSED ORDER</b>
Plaintiff(s),	)	<b>FOR DISMISSAL WITH PREJUDICE OF</b>
	)	<b>ENTIRE ACTION</b>
	)	
vs.	)	<b>Fed. R. Civ. P. Rule 41(a)(2)</b>
	)	
First Washington Realty, Inc.; Safeway;	)	
Dollar Tree; GRI Fairmont, LLC; and DOES 1	)	
through 20, inclusive,	)	HON ALEX G. TSE
Defendant(s).	)	
	)	

All parties to the above-entitled action (collectively the “Parties”), by and through their respective counsel of record, stipulate to the dismissal of the present action with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2) as follows:

When parties to an action stipulate to the dismissal of that action pursuant to Federal Rule of Civil Procedure 41(a)(2), the parties' compliance with the terms of a settlement agreement (or the court's retention of jurisdiction over the settlement contract) may, in the Court's discretion, be one of the terms set forth in a Court order dismissing the action. (Kokkonen v. Guardian Life Ins. Co. of America, 511 U.S. 375, 381, 114 S. Ct. 1673, 128 L. Ed. 2d 391 (1994).)

1 In an effort to conserve judicial resources, as well as considerable time and expense by  
2 each Party, and in order to establish certainty of outcome for all Parties, all Parties to this action  
3 have reached settlement and entered into a written settlement agreement resolving the above-  
4 captioned action (the "Settlement Agreement").

5 Given the above, and pursuant to the Settlement Agreement, the Parties stipulate that the  
6 Court may enter an Order dismissing this entire action pursuant to Federal Rule of Civil  
7 Procedure 41(a)(2) with prejudice, as set forth below (the "Order"). The Parties agree that the  
8 Order may contain a provision whereby the United States District Court, Northern District of  
9 California retains jurisdiction through August 31, 2024 to resolve any disputes between the  
10 Parties which may arise regarding compliance with the Settlement Agreement. Except for  
11 retaining jurisdiction to resolve disputes regarding compliance with the Settlement Agreement,  
12 the dismissal of the present action shall be with prejudice.

13 The Parties believe good cause exists to enter this stipulation and for the Court to enter an  
14 Order as set forth above. Such an Order will end litigation of the underlying action with an  
15 outcome that is certain, thus conserving judicial resources as well as considerable time and  
16 expense by each Party. Retaining jurisdiction over the Settlement Agreement as set forth above  
17 will establish a clear and less expensive and less time-consuming path toward resolution of any  
18 disputes that may arise regarding the Settlement Agreement. Should the Court decide not to  
19 retain jurisdiction, needless Court and Party resources will be spent filing a new action to enforce  
20 any dispute which might arise over compliance with the Settlement Agreement.

21 Respectfully Submitted by:

22 Law Office of Curtis Allen

23  
24 October 11, 2022

25 /s/ Curtis Allen  
26 Curtis E. Allen, Attorney for  
27 Plaintiff  
28

Law Offices of Ronald K. Brown

October 11, 2022

//s/ Ronald K. Brown  
Ronald K. Brown, Jr. Attorney for  
Defendant First Washington Realty,  
Inc., and Defendant GRI Fairmont,  
LLC

Seyfarth Shaw LLP

October 11, 2022

//s/ Ashley Arnett  
Kristina M. Launey  
Ashley N. Arnett  
Attorneys for  
Defendant Safeway

The Karlin Law Firm LLP

October 11, 2022

//s/ Rex T. Reeves  
Rex T. Reeves, Attorney for  
Defendant Dollar Tree Stores, Inc.,  
A Virginia Corporation (sued herein  
as “Dollar Tree”)

I, Curtis E. Allen, attest that permission to file this document through ECF has been  
obtained from all defense counsel listed in this document.

October 11, 2022

//s/ Curtis Allen  
Curtis E. Allen, Attorney for  
Plaintiff

ORDER

Having reviewed and considered the Stipulation and Proposed Order submitted by all parties to this action (the “Parties”) for the dismissal of the present action in its entirety with prejudice, the Court hereby grants the request of the Parties for the issuance of an order of dismissal and the retention of jurisdiction over this matter as set forth in the Stipulation. The present action is hereby dismissed in its entirety pursuant to Federal Rule of Civil Procedure Rule 41(a)(2), with prejudice, as set forth herein. Up to but not beyond August 31, 2024, the United States District Court, Northern District of California retains jurisdiction to resolve any disputes between the Parties which may arise regarding compliance with the Settlement Agreement entered into by the Parties resolving this action. Except for retaining jurisdiction to resolve any disputes regarding compliance with said Settlement Agreement up to but not beyond August 31, 2024, the dismissal of the present action is with prejudice.

IT IS SO ORDERED.

Dated:

---

ALEX G. TSE,  
UNITED STATES MAGISTRATE JUDGE